

1

2 UNITED STATES BANKRUPTCY COURT

3 SOUTHERN DISTRICT OF NEW YORK

4 Case No. 14-13254-scc

5 - - - - -x

6 In the Matter of:

7

8 199 EAST 7TH STREET LLC,

9

10 Debtor.

11

12 - - - - -x

13

14 United States Bankruptcy Court

15 One Bowling Green

16 New York, New York

17

18 November 21, 2016

19 2:46 PM

20

21 B E F O R E:

22 HON. SHELLEY C. CHAPMAN

23 U.S. BANKRUPTCY JUDGE

24

25

1

2

Doc #125 Order to Show Cause (A) Scheduling a Hearing to

3

Consider Contempt Citation, the Imposition of Sanctions, and

4

the Issuance of a Bench Warrant and (B) Directing David

5

Carlebach, Esq., to Attend Such Hearing.

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20 Transcribed by: Penina Wolicki

21

eScribers, LLC

22

700 West 192nd Street, Suite #607

23

New York, NY 10040

24

(973)406-2250

25

operations@escribers.net

1

2 A P P E A R A N C E S :

3 LAW OFFICE OF DAVID CARLEBACH

4 Attorney for Debtor

5 55 Broadway

6 Suite 1902

7 New York, NY 10006

8

9 BY: DAVID CARLEBACH, ESQ.

10

11

12 TOGUT, SEGAL & SEGAL LLP

13 Attorneys for Chapter 7 Trustee

14 One Penn Plaza

15 New York, NY 10119

16

17 BY: NEIL BERGER, ESQ.

18

19

20

21

22

23

24

25

1

2

UNITED STATES DEPARTMENT OF JUSTICE

3

Office of the United States Trustee

4

201 Varick Street

5

Suite 1006

6

New York, NY 10014

7

8

BY: ANDREW VELEZ-RIVERA, ESQ.

9

10

11

HASS & GOTTLIEB

12

Attorneys for James Guarino

13

670 White Plains Road

14

Suite 121

15

Scarsdale, NY 10658

16

17

BY: LAWRENCE GOTTLIEB, ESQ. (TELEPHONICALLY)

18

19

20

21

22

23

24

25

199 EAST 7TH STREET LLC

5

1 P R O C E E D I N G S

2 THE COURT: Is everyone here for the 3 o'clock, Mr.
3 Berger? Oh, you're on at 2 o'clock. I'm sorry. 2 o'clock;
4 come on up.

5 Hello, Mr. Berger.

6 MR. BERGER: Good afternoon, Judge.

7 THE COURT: Good afternoon.

8 MR. BERGER: I'm Neil Berger of Togut Segal & Segal,
9 attorney for Albert Togut, the Chapter 7 trustee of 199 East
10 7th Street, LLC.

11 THE COURT: Hi, Mr. Carlebach.

12 MR. CARLEBACH: David Carlebach, representing the
13 debtor, 199 East 7th Street.

14 THE COURT: Okay.

15 MR. VELEZ-RIVERA: Andy Velez-Rivera, for the U.S.
16 Trustee.

17 THE COURT: Okay. All right.

18 MR. GOTTLIEB: Good afternoon, Your Honor. Lawrence
19 Gottlieb, Hass & Gottlieb, on behalf of James Guarino
20 individually.

21 THE COURT: Very good, thank you.

22 All right, so where do things stand, Mr. Berger?

23 MR. BERGER: Judge, I wish I was here with good news.
24 It's very frustrating. Your Honor entered an order to show
25 cause on November 7th earlier this month, scheduling a hearing

199 EAST 7TH STREET LLC

6

1 for November 9th, to consider whether or not Your Honor would
2 impose additional sanctions or issue a bench warrant directing
3 Mr. Carlebach to attend a hearing and to otherwise comply with
4 his court-ordered obligations for disclosure.

5 You'll recall that you entered a Rule 2004 order
6 authorizing the trustee to issue subpoenas. The trustee issued
7 subpoenas. Mr. Guarino produced over 4,000 pages of documents.
8 He sat for two hours at a 341 meeting. The hearing that Your
9 Honor's order to show cause brought on was November 9th. You
10 may recall that I advised the Court that the night before, Mr.
11 Carlebach appeared at my office and dropped off four Redwells,
12 three were filled with copies of pleadings and transcripts from
13 a state court proceeding concerning the debtor and co-op, and
14 the last was a folder Mr. Carlebach told me was his bankruptcy
15 file for the case. It may or may not have been complete.

16 He also sent us by email a one-page accounting of his
17 IOLA account. Your Honor required that he produce an
18 accounting of all dollars received by or on behalf of the
19 debtor and disbursed on behalf of the debtor, with supporting
20 bank statements. We didn't have those bank statements. We
21 still don't have the bank statements.

22 The written responses that Mr. Carlebach produced to
23 us failed to comply with Your Honor's Rule 2004 order. Those
24 written responses were required to have written representations
25 that the respondent in this case, Mr. Carlebach, made a

199 EAST 7TH STREET LLC

7

1 diligent search for the documents; that none of the documents
2 were altered or destroyed. We had none of that.

3 Your Honor, as I stand today, after having sent Mr.
4 Carlebach a number of emails last week asking to please comply
5 with his ordered obligations sufficiently in advance of today's
6 hearing so that perhaps we wouldn't need today's hearing, in
7 fact -- Your Honor may recall that you instructed me to file a
8 letter on the docket when I was sufficiently -- or my client
9 was sufficiently satisfied that documents were produced by Mr.
10 Carlebach; we couldn't do that, because we haven't gotten a
11 single page of documents since we were last here.

12 We don't have an updated accounting of the funds. We
13 don't have any bank statements. We don't have an updated
14 written response under the penalty of perjury. We don't have
15 any written representations that a diligent search was made.
16 We don't have any representations that documents weren't
17 altered or destroyed.

18 The written response -- the original written response
19 we received from Mr. Carlebach had standard general objections.
20 The privilege has been waived in this case. He retained the
21 right to object to not produce privileged documents.

22 We began to look at the emails that were contained on
23 a flash drive that Mr. Carlebach produced to my office --

24 THE COURT: Right, last time the issue was the ability
25 to open the drive and it related to using Outlook or some such

199 EAST 7TH STREET LLC

8

1 thing.

2 MR. BERGER: And we were able to open that, Your
3 Honor. And we did find documents, some corrupt, but perhaps it
4 was in the translation. But they were deal documents; sale
5 documents.

6 Your Honor, one of the emails that we received from
7 Mr. Guarino was an email from Mr. Carlebach discussing payment
8 of a fee. And I think we had that discussion on the record.
9 And in essence, the email from Mr. Carlebach was: you will pay
10 me 35,000 dollars: 30,000 dollars, 5,000 dollars when the case
11 is dismissed. And that email, I believe, was back in February.

12 That email was produced to us by Mr. Guarino. That
13 email was not included on the flash drive of emails that Mr.
14 Carlebach produced to us. It's only one email, but it speaks
15 to a larger issue, Your Honor. We have --

16 THE COURT: Are there other emails in the production
17 that you received that are the standard: "to client/from
18 attorney"; "to attorney/from client", that you received from
19 Mr. Guarino?

20 MR. BERGER: Absolutely, Your Honor. He understands
21 that the privilege is waived. He testified at the 341 meeting
22 that I attended with Mr. Togut. Mr. Togut began the
23 questioning of Mr. Gaurino, I completed it.

24 At times during the examination Mr. Carlebach, perhaps
25 appropriately, spoke up and reminded Mr. -- I'll withdraw that

199 EAST 7TH STREET LLC

9

1 statement. At times during the Section 341 meeting, Mr.
2 Carlebach sought to interrupt my line of questioning based upon
3 an attorney-client privilege. I reminded Mr. Carlebach that
4 the attorney-client privilege belonged to the trustee; that
5 Your Honor's Rule 2004 order authorized the trustee the waive
6 it; and that the privilege was in fact waived for purposes of
7 the trustee's investigation.

8 Mr. Carlebach understands that privilege is waived.
9 I'm sorry, Mr. Guarino understands that the privilege is
10 waived. I don't know, standing here today, that Mr. Carlebach
11 accepts that principle.

12 I asked Mr. Carlebach whether or not he searched the
13 email accounts for his employees, because in a number of the
14 email exchanges that Mr. Guarino produced, employees of Mr.
15 Carlebach's office were copied. That's to be expected in the
16 preparation of schedules and statement of financial affairs. I
17 would anticipate that in most cases an attorney's staff might
18 be communicating with a debtor's principal and his staff to
19 accumulate things like what assets do you have; what creditors
20 are there; what should be included in the statement of
21 financial affairs and schedules?

22 Mr. Carlebach confirmed to me last week that he has
23 not searched the email accounts for his employees that worked
24 on this project. I don't have --

25 THE COURT: Do you have names of the employees who

199 EAST 7TH STREET LLC

10

1 worked on this project?

2 MR. BERGER: I do. Obviously not -- I haven't brought
3 the stack of documents here. But yes. And I suppose I'll try
4 to subpoena them. Mr. Carlebach --

5 THE COURT: No, we're not going to -- we're not going
6 to have to do that.

7 MR. BERGER: Some of them may not -- some may not work
8 for him anymore.

9 So Your Honor, there's -- we have been accruing, per
10 diem, coercive civil sanctions at the rate of a hundred dollars
11 a day. As of today, I would calculate the per diem sanction to
12 be 3,200 dollars. Mr. Carlebach has paid 1,000 dollars.

13 THE COURT: Mr. Berger, why don't you just pause?
14 Because I'm trying to take this all in. And I think at this
15 point, I'd like to hear from Mr. Carlebach.

16 MR. CARLEBACH: Your Honor, in no particular order,
17 the email accounts of my employees all have a suffice of
18 "carlbachlaw.com." They are within my -- I don't have their --
19 I needed to get their passwords from my tech -- I didn't keep
20 the --

21 THE COURT: Mr. Carlebach, let me just start by saying
22 it's November 21st. So for over a month you've been subject to
23 orders of this Court to produce every single thing. And I
24 truly -- I don't know how to comprehend the fact that we're
25 here today with evidence that emails exist that haven't been

199 EAST 7TH STREET LLC

11

1 produced. It doesn't matter if they're employees; it doesn't
2 matter what device they're on; it cannot be clearer that you
3 have been obligated to produce these.

4 We have a dire situation here. It could not be more
5 dire for you personally. And I am at a complete loss to
6 understand your lack of cooperation, your seeming willingness
7 to continue to accrue a hundred dollars a day, which clearly is
8 not having the coercive effect it was designed to have.

9 I'm speechless. And I don't -- I have yet to be in a
10 situation like this where an attorney who regularly practices
11 before this Court would so willfully disregard the orders of
12 this Court.

13 Now, I know you've had some things to say about me in
14 past pleadings, and I think that Judge Sullivan disagreed with
15 what you had to say about me. It's of no moment to me. I've
16 issued an order. There's been conduct that's been uncovered
17 here that's unacceptable. And we're going to pursue it until
18 every last document is produced.

19 MR. CARLEBACH: Your Honor --

20 THE COURT: You can't have anything else to do that's
21 more important than this, Mr. Carlebach.

22 MR. CARLEBACH: Understood. And I just need a little
23 more time. I got the passwords from my employees' emails. I
24 will have -- as I said last time, this is taking me a
25 considerable amount of time to search through. And if I missed

199 EAST 7TH STREET LLC

12

1 an email, it was unintentional. But I sit myself and do
2 various searches to get every single email. And I will do the
3 same for my employees, and at which point I'll be in a position
4 to say that I've turned over everything.

5 But that's all I -- I haven't discovered any more hard
6 files. And I believe there are two, perhaps three employees of
7 mine who worked on the case. And I will make sure -- perhaps
8 there's less of theirs than there was of mine. I will make
9 sure to get all that over to Mr. Goldberg (sic) on a --
10 similarly, on a flash drive, within the next --

11 MR. BERGER: My name is Neil Berger.

12 MR. CARLEBACH: Berger. I keep making that mistake.
13 I apologize. Mr. Berger misspells my name too, as I guess
14 it's --

15 Anyway, putting all that aside, within the next day or
16 two, I believe I can have all of those employee emails along
17 with the bank statements underlying the accounting -- I would
18 say if today is Monday, I can have that to Mr. Berger by
19 Wednesday. That's the bank statements, the emails, and the
20 written representations that he's looking for. Once --

21 THE COURT: Well, I'm going to -- I'm going to raise
22 the stakes. "Stakes" is a poor choice of words. The sanction
23 of one hundred dollars a day was designed to be what I thought
24 sufficiently coercive to produce full compliance within a
25 reasonable period of time. It apparently hasn't. So that

199 EAST 7TH STREET LLC

13

1 amount continues to accrue day-by-day.

2 So we're going to pick a date, and if there's not full
3 compliance on that date, then as of that date, the amount
4 outstanding is going to be doubled. The only other thing there
5 is to do, Mr. Carlebach is to ask the Marshals to bring you
6 into custody. Now, you know I don't want -- whatever you think
7 of me, I don't want to do that. I've only had to do that once
8 in almost seven years on the bench, and I didn't enjoy doing it
9 at all.

10 But this is about the integrity of the process. This
11 is about figuring out what occurred here. And you ought to be
12 complying so above and beyond that there should be absolutely
13 no room for any criticism whatsoever. And I'm disappointed and
14 dismayed that this is where we are today.

15 So on this record, today, based on the continued lack
16 of compliance, the sanctions are going to continue until there
17 is full compliance. We're going to pick a date for there to be
18 a hundred percent compliance with every item that Mr. Berger
19 has outlined. And for the clarity of the record, I'm going to
20 have him read those items into the record. And if there's not
21 full compliance as of the date that we select, the outstanding
22 amount of sanctions will be doubled.

23 All right, so Mr. Berger, for the clarity of the
24 record, please repeat every item that is outstanding as of
25 today.

199 EAST 7TH STREET LLC

14

1 MR. BERGER: All emails from Mr. Carlebach's account
2 or any employee working for or with his office concerning the
3 debtor.

4 THE COURT: Whether or not that person still is an
5 employee.

6 MR. BERGER: Whether or not that person is still an
7 employee. And Your Honor, when I finish, I'd ask that Mr.
8 Carlebach confirm on the record that he will not withhold any
9 document under the claim of privilege. And the reason I state
10 that is in paragraph 6 of his written response, he says, and I
11 quote: "Will produce relevant nonprivileged documents
12 responsive to the request." I've said it before, and I'll say
13 it again, for purposes of this investigation, the trustee has
14 waived privilege.

15 MR. CARLEBACH: Just to be clear, there are other
16 privileges besides attorney-client privilege.

17 THE COURT: That --

18 MR. CARLEBACH: I'm not saying that they --

19 THE COURT: What privileges are there that would --

20 MR. CARLEBACH: There's a whole slew of privileges in
21 the Federal Rule of Evidence, of documents which may be
22 privileged. I just don't want to waive --

23 THE COURT: Okay. Give me -- I don't know what the
24 slew is, so tell me right now on what basis --

25 MR. CARLEBACH: It could be a marital privilege.

199 EAST 7TH STREET LLC

15

1 There could be --

2 THE COURT: You're not married to the purchaser or --

3 MR. CARLEBACH: I'm not saying I am. I'm just saying
4 if there is a document which contains a privileged item in it,
5 I as attorney, would be obligated to protect that privilege.
6 So I'm simply -- I'm not asserting attorney-client privilege.
7 All it says, "if it's privileged".

8 Now, just for example, at the creditor meeting, Mr.
9 Berger was going into communications after the conversion of
10 the case into Chapter 7. And I advised him that those
11 communications would be subject to the privilege, because the
12 trusteeship only goes with respect to documents -- if I have a
13 communication with Mr. Guarino today, I believe that's
14 privileged. The waiver of the privilege has to do with -- from
15 the moment that I became counsel to the debtor through the
16 appointment of the trustee. That entire period, any privilege
17 that would have otherwise existed, is waived.

18 THE COURT: Here's the deal, Mr. Carlebach. If you
19 have communications with Mr. Guarino, subsequent to the
20 appointment of a trustee, you need to identify specifically
21 each and every such communication by sender, by recipient, by
22 date, and by general subject matter, and I will make a
23 determination as to whether or not a privilege pertains.

24 MR. BERGER: Judge, Neil Berger again. On page 3 of
25 your September 22nd, 2016 Rule 2004 order, you anticipated this

199 EAST 7TH STREET LLC

16

1 situation and required written privilege logs to be filed and
2 produced if any document is withheld under the claim of
3 privilege.

4 MR. CARLEBACH: And I haven't withheld anything. I've
5 simply stated that there could --

6 THE COURT: Mr. Berger is simply trying to not be
7 caught in a game of cat and mouse. So we're confirming here
8 today that with respect to communications up until the
9 appointment of the trustee --

10 MR. BERGER: I think what Mr. Carlebach is stating is
11 that any communications post-conversion --

12 THE COURT: Yes.

13 MR. BERGER: -- he may assert privilege to.

14 THE COURT: Right. I was going to finish my sentence
15 and say up until the conversion, the privilege is held by the
16 trustee. It doesn't exist. Subsequent, to the extent that
17 there's a claim of privilege, not surprisingly, pursuant to my
18 prior order, it would need to be documented in a sufficiently
19 detailed privilege log, such that it would be able to be
20 challenged by the trustee and potentially subject to my in-
21 camera review.

22 We are in a situation of trying to uncover the facts
23 surrounding a proceeding that went awry. And under those
24 circumstance, I would say that there's going to be a broad
25 latitude to figure out exactly what happened. And to the

199 EAST 7TH STREET LLC

17

1 extent that there are communications subsequent to that -- and
2 I would also say, though, that to the extent that those
3 communications occurred with Mr. Guarino, where you were still
4 acting as his counsel, he's waived the privilege.

5 As far as I can tell, he's waived the privilege. It's
6 not your privilege to assert; it's the client's privilege to
7 assert. So either you were acting as his counsel,
8 notwithstanding the conversion of the case, in which case he's
9 waived the privilege, or you were just talking to him other
10 than in an attorney-client relationship, in which case there's
11 no privilege.

12 MR. CARLEBACH: I had communications with him as
13 corporate counsel, post-conversion.

14 THE COURT: He's waived it.

15 MR. CARLEBACH: I never heard him say -- the only
16 thing I've heard is that he's --

17 THE COURT: Mr. Gottlieb?

18 MS. CACUCI: It's my understanding, Your Honor, and
19 I'll confirm this with Mr. Guarino, but I'm almost certain with
20 a hundred percent certainty, that Mr. Guarino waived the
21 privilege affirmatively. And I believe that took place at the
22 341 meeting.

23 THE COURT: Without regard to --

24 MR. GOTTLIEB: At the meeting.

25 THE COURT: -- before or after or other time frame?

199 EAST 7TH STREET LLC

18

1 MR. GOTTLIEB: That's correct, Judge.

2 THE COURT: I would ask you, Mr. --

3 MR. GOTTLIEB: But I will confirm that.

4 THE COURT: -- Gottlieb, if you could send an email or
5 a letter to both Mr. Berger and Mr. Carlebach confirming the
6 scope of Mr. Guarino's waiver of the privilege on behalf of
7 either himself or the debtor corporation. And then this issue
8 gets put to rest.

9 I don't know what other privileges there are that
10 would pertain.

11 MR. CARLEBACH: It would make my life easier, Judge.
12 I'm happy to turn everything over to Mr. Berger. I just --
13 again, I'm just --

14 THE COURT: Okay, let's move on to the next item. Go
15 ahead, Mr. Berger.

16 MR. BERGER: Judge, we talked about emails. Mr.
17 Carlebach, his account, his employees' accounts, whether or not
18 they're employed currently, but in any way related to the
19 debtor's case.

20 An updating -- an updated accounting with bank
21 statements that pertains to all of the funds that he received
22 on behalf of the debtor and disbursed on behalf of the debtor.
23 And that should also include his 10,000-dollar retainer that
24 was received a few days before the petition was filed.

25 Next, updated written responses to the trustee's

199 EAST 7TH STREET LLC

19

1 subpoena, fully compliant with Your Honor's September 22 Rule
2 2004 order found at docket 76. And rather than going through
3 each of the elements, and not having to cat-and-mouse, the
4 order is unambiguous. It speaks for itself.

5 Your Honor, it's included in the document request, but
6 just to transition for a moment, because it spans both, Mr.
7 Carlebach has not turned over to us original closing documents;
8 that's hampering our ability to finalize the transfer tax
9 return. I suppose if he doesn't have the originals, we'll have
10 to ask Mr. Guarino to re-sign documents, Mr. Gottlieb to assist
11 him --

12 THE COURT: Where are the original documents?

13 MR. BERGER: We don't have any from the title company.
14 We don't have any from Mr. Carlebach, who was the closing
15 attorney for the debtor.

16 MR. CARLEBACH: It's either with the title company or
17 with the attorney for the purchaser. And we went through this
18 last time. Apparently the attorney for the purchaser is under
19 some kind of federal something and they couldn't get documents
20 from him. But I believe -- I certainly did not --

21 THE COURT: When you go to a closing, there are
22 multiple sets of documents, and everybody walks away from the
23 closing table with a set. I don't understand this.

24 MR. CARLEBACH: There may have been some loose ends.
25 We were promised, perhaps, that there were documents. But you

199 EAST 7TH STREET LLC

20

1 know, the -- I didn't get a set of closing -- I've turned
2 everything I've had to the trustee.

3 MR. BERGER: I'd simply ask Mr. Carlebach to renew his
4 search.

5 THE COURT: Mr. Gottlieb, do you know anything about
6 the missing closing documents?

7 MR. GOTTLIB: Unfortunately, my client left the
8 closing without a set. I believe he's under the assumption
9 that his counsel would have left the closing with a set.
10 Again, Mr. Guarino renews his promise to execute any --
11 re-execute any assignments or other transfer documents as
12 necessary. But we don't have a set.

13 MR. BERGER: We'll send him copies of what we have and
14 ask him to re-execute them.

15 THE COURT: Okay, Mr. Gottlieb, please try to take the
16 laboring oar with Mr. Berger on this so that we can get them
17 filed, get the transfer tax paid, and at least move on from
18 that aspect.

19 MR. GOTTLIB: We have very good reason to get it
20 done. I mean, we've agreed to shoulder that obligation
21 personally.

22 THE COURT: Right.

23 MR. GOTTLIB: At least advance it on behalf of the
24 trustee. So penalties and interest are accruing at an
25 astounding rate. We want to get this done.

199 EAST 7TH STREET LLC

21

1 THE COURT: Okay.

2 MR. BERGER: I'll work with Mr. Gottlieb.

3 Last, Your Honor, missing from all of Mr. Carlebach's
4 production were time records. We haven't seen any time records
5 for his services.

6 THE COURT: Mr. Carlebach, did you keep time records
7 in this matter, yes or no?

8 MR. CARLEBACH: I did keep --

9 THE COURT: Where are they?

10 MR. CARLEBACH: I believe they were turned over to Mr.
11 Gottlieb (sic) as an attachment to an email, but if he doesn't
12 have it, I will make sure to get --

13 THE COURT: I don't know what that means. You have a
14 computer. Were they kept on a computer or were they
15 handwritten?

16 MR. CARLEBACH: They were kept on a computer.

17 THE COURT: Then why aren't they on your computer and
18 having already been produced to Mr. Berger?

19 MR. CARLEBACH: Again, I believe that they were
20 already produced as part of a --

21 THE COURT: You said "to Mr. Gottlieb". Did you mean
22 Mr. Berger?

23 MR. CARLEBACH: To Mr. Berger, as an attachment to an
24 email. If he doesn't have it, I'll double check. There were
25 absolutely time records kept.

199 EAST 7TH STREET LLC

22

1 MR. BERGER: Your Honor, I don't have them. That's
2 what we have, Your Honor. Again, the emails, the updated
3 accounting with the bank statements, the updated written
4 responses that are fully compliant with Your Honor's order, the
5 time records --

6 THE COURT: Are you -- is the production that you're
7 getting, does it include metadata, Mr. Berger, such as you're
8 able to see the metadata associated with the documents being
9 produced?

10 My metadata, I mean, the coded information that
11 attaches to every email document that shows the provenance of
12 the document, so to speak: when it was created, where it was
13 created, and the like?

14 MR. BERGER: I don't know the answer to that today.
15 Next time I report to Your Honor, I'll have an answer.

16 THE COURT: Okay.

17 MR. BERGER: Your Honor, I am disappointed at the fact
18 that I have to keep coming down here.

19 THE COURT: Me too.

20 MR. BERGER: But I do think that we need another date
21 in the very near term so that this doesn't get dragged --

22 THE COURT: Okay. Mr. Carlebach, once again, and I
23 think for the final time, because I think I've really done this
24 one too many times. But for one last time, I'd like you to
25 give me a date by which there will be full, one-hundred percent

199 EAST 7TH STREET LLC

23

1 compliance with every item that Mr. Berger has outlined today,
2 bearing in mind that this all started over a month ago, on or
3 about October 19th, and only then because you had asked for an
4 extension.

5 MR. CARLEBACH: I would say December 1.

6 THE COURT: All right, Thursday December 1.

7 All right, I am on trial that day, but I'd like you to
8 come in before the trial commences in the morning. Would you
9 be able to do that?

10 MR. BERGER: Mr. Neil Berger. Of course, Your Honor.

11 THE COURT: Mr. Carlebach, 9:30 on the 1st?

12 MR. CARLEBACH: Yes.

13 THE COURT: All right. Mr. Velez-Rivera, can you make
14 it --

15 MR. VELEZ-RIVERA: We'll be here.

16 THE COURT: -- then? Okay. So 9:30 on the 1st, with
17 completion of production having occurred by the close of
18 business on November 30th.

19 MR. GOTTLIEB: Judge, would you like me to participate
20 as well at the telephone conference?

21 THE COURT: Yes, I think that I would, either
22 telephonically or in person, if you're available, Mr. Gottlieb.

23 MR. GOTTLIEB: Thank you, Judge.

24 MR. BERGER: Your Honor, so that I understand,
25 production by the close of business on November 30th. We're to

199 EAST 7TH STREET LLC

24

1 be reporting back to you at 9:30 on the 1st.

2 THE COURT: I mean, it puts you in a bit of a bind,
3 Mr. Berger, because you're going to have to spend that evening
4 looking at documents. But once again, Mr. Carlebach, I'm not
5 talking about a document dump at 5 o'clock on --

6 MR. CARLEBACH: I understand.

7 THE COURT: -- the 30th. You need to do a rolling
8 production. I would suggest you put at the top of the list
9 those time records and certainly the emails of the employees
10 ought to be easy. We seem to have gotten multiple copies of
11 deal documents with the focus shifting on correspondence and
12 the other ancillary documents.

13 Mr. Velez-Rivera, you want to say something, it looks
14 like?

15 MR. VELEZ-RIVERA: Your Honor, is it being ordered
16 that the daily sanctions continue to accrue between now and
17 then?

18 THE COURT: Yes, as I said earlier, the daily
19 sanctions are going to continue to accrue until there's
20 complete production. And if it's determined on December 1st
21 that production is not complete as of that moment, the amount
22 outstanding will be doubled.

23 MR. BERGER: Thank you, Your Honor. Neil Berger,
24 again for the trustee. Clearly we have an unambiguous order
25 and a subpoena. To the extent that we've identified documents

199 EAST 7TH STREET LLC

25

1 that need to be produced, they ought to be produced. To the
2 extent that that production raises a question and other
3 documents are out there, the trustee's rights aren't
4 prejudiced.

5 THE COURT: I agree with that.

6 MR. BERGER: Thank you, Judge.

7 THE COURT: All right. Have a good, safe
8 Thanksgiving.

9 (Whereupon these proceedings were concluded at 3:16 PM)

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1

2

I N D E X

3

4

RULINGS

5

PAGE

LINE

6

Monetary sanctions against Mr. Carlebach

24

19

7

will continue to accrue until production is

8

completed. If production is not complete by

9

December 1, the amount of sanctions

10

outstanding will be doubled.

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1

2

C E R T I F I C A T I O N

3

4

I, Penina Wolicki, certify that the foregoing transcript is a
5 true and accurate record of the proceedings.

6

7

8

9

Penina Wolicki

10

11

PENINA WOLICKI

12

AAERT Certified Electronic Transcriber CET**D-569

13

14

eScribers

15

700 West 192nd Street, Suite #607

16

New York, NY 10040

17

18

Date: November 23, 2016

19

20

21

22

23

24

25

A	11:25;13:1,3,22; 24:21	9:17	brought (2) 6:9;10:2	civil (1) 10:10
ability (2) 7:24;19:8	ancillary (1) 24:12	authorized (1) 9:5	business (2) 23:18,25	claim (3) 14:9;16:2,17
able (4) 8:2;16:19;22:8; 23:9	ANDREW (1) 4:8	authorizing (1) 6:6	C	clarity (2) 13:19,23
above (1) 13:12	Andy (1) 5:15	available (1) 23:22	CACUCI (1) 17:18	clear (1) 14:15
Absolutely (3) 8:20;13:12;21:25	anticipate (1) 9:17	away (1) 19:22	calculate (1) 10:11	clearer (1) 11:2
accepts (1) 9:11	anticipated (1) 15:25	awry (1) 16:23	camera (1) 16:21	clearly (2) 11:7;24:24
account (3) 6:17;14:1;18:17	anymore (1) 10:8	B	can (5) 12:16,18;17:5; 20:16;23:13	client (3) 7:8;8:18;20:7
accounting (6) 6:16,18;7:12; 12:17;18:20;22:3	apologize (1) 12:13	back (2) 8:11;24:1	carlbachlawcom (1) 10:18	client/from (1) 8:17
accounts (4) 9:13,23;10:17; 18:17	apparently (2) 12:25;19:18	bank (8) 6:20,20,21;7:13; 12:17,19;18:20;22:3	Carlebach (63) 5:11,12,12;6:3,11, 14,22,25;7:4,10,19, 23;8:7,9,14,24;9:2,3, 8,10,12,22;10:4,12, 15,16,21;11:19,21, 22;12:12;13:5;14:8, 15,18,20,25;15:3,18; 16:4,10;17:12,15; 18:5,11,17;19:7,14, 16,24;20:3;21:6,8,10, 16,19,23;22:22;23:5, 11,12;24:4,6	client's (1) 17:6
accrue (4) 11:7;13:1;24:16,19	appeared (1) 6:11	bankruptcy (1) 6:14	Carlebach's (3) 9:15;14:1;21:3	close (2) 23:17,25
accruing (2) 10:9;20:24	appointment (3) 15:16,20;16:9	based (2) 9:2;13:15	case (10) 6:15,25;7:20;8:10; 12:7;15:10;17:8,8, 10;18:19	closing (8) 19:7,14,21,23;20:1, 6,8,9
accumulate (1) 9:19	appropriately (1) 8:25	basis (1) 14:24	cases (1) 9:17	coded (1) 22:10
acting (2) 17:4,7	aside (1) 12:15	bearing (1) 23:2	cat (1) 16:7	coercive (3) 10:10;11:8;12:24
additional (1) 6:2	aspect (1) 20:18	became (1) 15:15	cat-and-mouse (1) 19:3	coming (1) 22:18
advance (2) 7:5;20:23	assert (3) 16:13;17:6,7	began (2) 7:22;8:22	caught (1) 16:7	commences (1) 23:8
advised (2) 6:10;15:10	asserting (1) 15:6	behalf (7) 5:19;6:18,19;18:6, 22,22;20:23	cause (2) 5:25;6:9	communicating (1) 9:18
affairs (2) 9:16,21	assets (1) 9:19	belonged (1) 9:4	certain (1) 17:19	communication (2) 15:13,21
affirmatively (1) 17:21	assignments (1) 20:11	bench (2) 6:2;13:8	certainly (2) 19:20;24:9	communications (8) 15:9,11,19;16:8, 11;17:1,3,12
afternoon (3) 5:6,7,18	assist (1) 19:10	Berger (52) 5:3,5,6,8,8,22,23; 8:2,20;10:2,7,13; 12:11,11,12,13,18; 13:18,23;14:1,6;15:9, 24,24;16:6,10,13; 18:5,12,15,16;19:13; 20:3,13,16;21:2,18, 22,23;22:1,7,14,17, 20;23:1,10,10,24; 24:3,23,23;25:6	certainty (1) 17:20	company (2) 19:13,16
again (9) 14:13;15:24;18:13; 20:10;21:19;22:2,22; 24:4,24	associated (1) 22:8	besides (1) 14:16	challenged (1) 16:20	complete (4) 6:15;11:5;24:20,21
ago (1) 23:2	assumption (1) 20:8	beyond (1) 13:12	Chapter (2) 5:9;15:10	completed (1) 8:23
agree (1) 25:5	astounding (1) 20:25	bind (1) 24:2	check (1) 21:24	completion (1) 23:17
agreed (1) 20:20	attaches (1) 22:11	bit (1) 24:2	choice (1) 12:22	compliance (7) 12:24;13:3,16,17, 18,21;23:1
ahead (1) 18:15	attachment (2) 21:11,23	both (2) 18:5;19:6	circumstance (1) 16:24	compliant (2) 19:1;22:4
Albert (1) 5:9	attend (1) 6:3	bring (1) 13:5		comply (3) 6:3,23;7:4
almost (2) 13:8;17:19	attended (1) 8:22	broad (1) 16:24		complying (1) 13:12
along (1) 12:16	attorney (7) 5:9;8:18;11:10; 15:5;19:15,17,18			comprehend (1) 10:24
altered (2) 7:2,17	attorney/client (5) 9:3,4;14:16;15:6; 17:10			computer (4) 21:14,14,16,17
amount (5)	Attorneys (1) 4:12			concerning (2) 6:13;14:2
	attorney's (1)			concluded (1) 25:9

November 21, 2016

conduct (1) 11:16	created (2) 22:12,13	disappointed (2) 13:13;22:17	5:9,13	10:25;16:16
conference (1) 23:20	creditor (1) 15:8	disbursed (2) 6:19;18:22	easy (1) 24:10	existed (1) 15:17
confirm (3) 14:8;17:19;18:3	creditors (1) 9:19	disclosure (1) 6:4	effect (1) 11:8	expected (1) 9:15
confirmed (1) 9:22	criticism (1) 13:13	discovered (1) 12:5	either (4) 17:7;18:7;19:16; 23:21	extension (1) 23:4
confirming (2) 16:7;18:5	currently (1) 18:18	discussing (1) 8:7	elements (1) 19:3	extent (5) 16:16;17:1,2; 24:25;25:2
consider (1) 6:1	custody (1) 13:6	discussion (1) 8:8	else (1) 11:20	F
considerable (1) 11:25	D	dismayed (1) 13:14	email (17) 6:16;8:7,9,11,12, 13,14;9:13,14,23; 10:17;12:1,2;18:4; 21:11,24;22:11	
contained (1) 7:22		dismissed (1) 8:11	emails (13) 7:4,22;8:6,13,16; 10:25;11:23;12:16; 19;14:1;18:16;22:2; 24:9	fact (4) 7:7;9:6;10:24; 22:17
contains (1) 15:4	daily (2) 24:16,18	disregard (1) 11:11	employed (1) 18:18	facts (1) 16:22
continue (4) 11:7;13:16;24:16, 19	date (8) 13:2,3,3,17,21; 15:22;22:20,25	docket (2) 7:8;19:2	employee (4) 12:16;14:2,5,7	failed (1) 6:23
continued (1) 13:15	David (1) 5:12	document (8) 11:18;14:9;15:4; 16:2;19:5;22:11,12; 24:5	employees (9) 9:13,14,23,25; 10:17;11:1;12:3,6; 24:9	far (1) 17:5
continues (1) 13:1	day (5) 10:11;11:7;12:15, 23;23:7	documented (1) 16:18	employees' (2) 11:23;18:17	February (1) 8:11
conversion (3) 15:9;16:15;17:8	day-by-day (1) 13:1	documents (28) 6:7;7:1,1,9,11,16, 21;8:3,4,5;10:3; 14:11,21;15:12;19:7, 10,12,19,22,25;20:6, 11;22:8;24:4,11,12, 25;25:3	ends (1) 19:24	Federal (2) 14:21;19:19
co-op (1) 6:13	days (1) 18:24	dollars (9) 6:18;8:10,10,10; 10:10,12,12;11:7; 12:23	enjoy (1) 13:8	fee (1) 8:8
cooperation (1) 11:6	deal (3) 8:4;15:18;24:11	done (3) 20:20,25;22:23	entered (2) 5:24;6:5	few (1) 18:24
copied (1) 9:15	debtor (10) 5:13;6:13,19,19; 14:3;15:15;18:7,22, 22;19:15	double (1) 21:24	entire (1) 15:16	figure (1) 16:25
copies (3) 6:12;20:13;24:10	debtor's (2) 9:18;18:19	doubled (3) 13:4,22;24:22	ESQ (2) 4:8,17	figuring (1) 13:11
corporate (1) 17:13	December (3) 23:5,6;24:20	down (1) 22:18	essence (1) 8:9	file (2) 6:15;7:7
corporation (1) 18:7	DEPARTMENT (1) 4:2	dragged (1) 22:21	evening (1) 24:3	filed (3) 16:1;18:24;20:17
correspondence (1) 24:11	designed (2) 11:8;12:23	drive (4) 7:23,25;8:13;12:10	everybody (1) 19:22	files (1) 12:6
corrupt (1) 8:3	destroyed (2) 7:2,17	dropped (1) 6:11	everyone (1) 5:2	filled (1) 6:12
counsel (5) 15:15;17:4,7,13; 20:9	detailed (1) 16:19	dump (1) 24:5	evidence (2) 10:25;14:21	final (1) 22:23
course (1) 23:10	determination (1) 15:23	during (2) 8:24;9:1	exactly (1) 16:25	finalize (1) 19:8
COURT (60) 5:2,7,11,14,17,21; 6:10,13;7:24;8:16; 9:25;10:5,13,21,23; 11:11,12,20;12:21; 14:4,17,19,23;15:2, 18;16:6,12,14;17:14, 17,23,25;18:2,4,14; 19:12,21;20:5,15,22; 21:1,6,9,13,17,21; 22:6,16,19,22;23:6, 11,13,16,21;24:2,7, 18;25:5,7	diligent (2) 7:1,15	E	examination (1) 8:24	financial (2) 9:16,21
court-ordered (1) 6:4	dire (2) 11:4,5		example (1) 15:8	find (1) 8:3
	directing (1) 6:2	earlier (2) 5:25;24:18	exchanges (1) 9:14	finish (2) 14:7;16:14
	disagreed (1) 11:14	easier (1) 18:11	execute (1) 20:10	flash (3) 7:23;8:13;12:10
		East (2)	exist (2)	focus (1) 24:11
				folder (1) 6:14
				found (1) 19:2
				four (1) 6:11
				frame (1)

November 21, 2016

17:25 frustrating (1) 5:24 full (5) 12:24;13:2,17,21; 22:25 fully (2) 19:1;22:4 funds (2) 7:12;18:21	5:25;6:3,8;7:6,6 held (1) 16:15 Hello (1) 5:5 Here's (1) 15:18 Hi (1) 5:11 himself (1) 18:7 Honor (25) 5:18,24;6:1,17;7:3, 7:8;3,6,15,20;10:9, 16;11:19;14:7;17:18; 19:5;21:3;22:1,2,15, 17;23:10,24;24:15,23 Honor's (5) 6:9,23;9:5;19:1; 22:4 hours (1) 6:8 hundred (5) 10:10;11:7;12:23; 13:18;17:20	issued (2) 6:6;11:16 item (5) 13:18,24;15:4; 18:14;23:1 items (1) 13:20	log (1) 16:19 logs (1) 16:1 look (1) 7:22 looking (2) 12:20;24:4 looks (1) 24:13 loose (1) 19:24 loss (1) 11:5	5:25;10:22;23:2 more (4) 11:4,21,23;12:5 morning (1) 23:8 most (1) 9:17 mouse (1) 16:7 move (2) 18:14;20:17 multiple (2) 19:22;24:10 myself (1) 12:1
G		J		N
game (1) 16:7 Gaurino (1) 8:23 general (2) 7:19;15:22 gets (1) 18:8 goes (1) 15:12 Goldberg (1) 12:9 Good (7) 5:6,7,18,21,23; 20:19;25:7 GOTTLIEB (22) 4:11,17;5:18,19, 19;17:17,24;18:1,3,4; 19:10;20:5,7,15,19, 23;21:2,11,21;23:19, 22,23 Guarino (15) 4:12;5:19;6:7;8:7, 12,19;9:9,14;15:13, 19;17:3,19,20;19:10; 20:10 Guarino's (1) 18:6 guess (1) 12:13	I identified (1) 24:25 identify (1) 15:20 important (1) 11:21 impose (1) 6:2 in- (1) 16:20 include (2) 18:23;22:7 included (3) 8:13;9:20;19:5 individually (1) 5:20 information (1) 22:10 instructed (1) 7:7 integrity (1) 13:10 interest (1) 20:24 interrupt (1) 9:2 into (4) 13:6,20;15:9,10 investigation (2) 9:7;14:13 IOLA (1) 6:17 issue (5) 6:2,6;7:24;8:15; 18:7	James (2) 4:12;5:19 Judge (10) 5:6,23;11:14; 15:24;18:1,11,16; 23:19,23;25:6 JUSTICE (1) 4:2	M making (1) 12:12 many (1) 22:24 marital (1) 14:25 married (1) 15:2 Marshals (1) 13:5 matter (4) 11:1,2;15:22;21:7 may (9) 6:10,15,15;7:7; 10:7,7;14:21;16:13; 19:24 mean (4) 20:20;21:21;22:10; 24:2 means (1) 21:13 meeting (6) 6:8;8:21;9:1;15:8; 17:22,24 metadata (3) 22:7,8,10 might (1) 9:17 mind (1) 23:2 mine (2) 12:7,8 missed (1) 11:25 missing (2) 20:6;21:3 misspells (1) 12:13 mistake (1) 12:12 moment (4) 11:15;15:15;19:6; 24:21 Monday (1) 12:18 month (3)	name (2) 12:11,13 names (1) 9:25 near (1) 22:21 necessary (1) 20:12 need (7) 7:6;11:22;15:20; 16:18;22:20;24:7; 25:1 needed (1) 10:19 Neil (5) 5:8;12:11;15:24; 23:10;24:23 New (1) 4:6 news (1) 5:23 next (5) 12:10,15;18:14,25; 22:15 night (1) 6:10 none (2) 7:1,2 nonprivileged (1) 14:11 notwithstanding (1) 17:8 November (6) 5:25;6:1,9;10:22; 23:18,25 number (2) 7:4;9:13 NY (2) 4:6,15
H		K		
hampering (1) 19:8 handwritten (1) 21:15 happened (1) 16:25 happy (1) 18:12 hard (1) 12:5 HASS (2) 4:11;5:19 hear (1) 10:15 heard (2) 17:15,16 hearing (5)		keep (5) 10:19;12:12;21:6, 8;22:18 kept (3) 21:14,16,25 kind (1) 19:19		
		L		
		laboring (1) 20:16 lack (2) 11:6;13:15 larger (1) 8:15 last (10) 6:14;7:4,11,24; 9:22;11:18,24;19:18; 21:3;22:24 latitude (1) 16:25 LAWRENCE (2) 4:17;5:18 least (2) 20:17,23 left (2) 20:7,9 less (1) 12:8 letter (2) 7:8;18:5 life (1) 18:11 line (1) 9:2 list (1) 24:8 little (1) 11:22 LLC (1) 5:10		
				O
				oar (1) 20:16 object (1)

7:21 objections (1) 7:19 obligated (2) 11:3;15:5 obligation (1) 20:20 obligations (2) 6:4;7:5 Obviously (1) 10:2 occurred (3) 13:11;17:3;23:17 o'clock (4) 5:2,3,3;24:5 October (1) 23:3 off (1) 6:11 Office (5) 4:3;6:11;7:23; 9:15;14:2 Once (4) 12:20;13:7;22:22; 24:4 one (5) 8:6,14;12:23; 22:24,24 one-hundred (1) 22:25 one-page (1) 6:16 only (6) 8:14;13:4,7;15:12; 17:15;23:3 open (2) 7:25;8:2 order (13) 5:24;6:5,9,23;9:5; 10:16;11:16;15:25; 16:18;19:2,4;22:4; 24:24 ordered (2) 7:5;24:15 orders (2) 10:23;11:11 original (3) 7:18;19:7,12 originals (1) 19:9 otherwise (2) 6:3;15:17 ought (3) 13:11;24:10;25:1 out (3) 13:11;16:25;25:3 outlined (2) 13:19;23:1 Outlook (1) 7:25 outstanding (4) 13:4,21,24;24:22 over (8)	6:7;10:22;12:4,9; 18:12;19:7;21:10; 23:2 P page (2) 7:11;15:24 pages (1) 6:7 paid (2) 10:12;20:17 paragraph (1) 14:10 part (1) 21:20 participate (1) 23:19 particular (1) 10:16 passwords (2) 10:19;11:23 past (1) 11:14 pause (1) 10:13 pay (1) 8:9 payment (1) 8:7 penalties (1) 20:24 penalty (1) 7:14 per (2) 10:9,11 percent (3) 13:18;17:20;22:25 perhaps (6) 7:6;8:3,24;12:6,7; 19:25 period (2) 12:25;15:16 perjury (1) 7:14 person (3) 14:4,6;23:22 personally (2) 11:5;20:21 pertain (1) 18:10 pertains (2) 15:23;18:21 petition (1) 18:24 pick (2) 13:2,17 place (1) 17:21 Plains (1) 4:13 pleadings (2) 6:12;11:14	please (3) 7:4;13:24;20:15 PM (1) 25:9 point (2) 10:15;12:3 poor (1) 12:22 position (1) 12:3 post-conversion (2) 16:11;17:13 potentially (1) 16:20 practices (1) 11:10 prejudiced (1) 25:4 preparation (1) 9:16 principal (1) 9:18 principle (1) 9:11 prior (1) 16:18 privilege (31) 7:20;8:21;9:3,4,6, 8,9;14:9,14,16,25; 15:5,6,11,14,16,23; 16:1,3,13,15,17,19; 17:4,5,6,6,9,11,21; 18:6 privileged (5) 7:21;14:22;15:4,7, 14 privileges (4) 14:16,19,20;18:9 proceeding (2) 6:13;16:23 proceedings (1) 25:9 process (1) 13:10 produce (6) 6:17;7:21;10:23; 11:3;12:24;14:11 produced (15) 6:7,22;7:9,23;8:12, 14;9:14;11:1,18; 16:2;21:18,20;22:9; 25:1,1 production (9) 8:16;21:4;22:6; 23:17,25;24:8,20,21; 25:2 project (2) 9:24;10:1 promise (1) 20:10 promised (1) 19:25 protect (1)	15:5 provenance (1) 22:11 purchaser (3) 15:2;19:17,18 purposes (2) 9:6;14:13 pursuant (1) 16:17 pursue (1) 11:17 put (2) 18:8;24:8 puts (1) 24:2 putting (1) 12:15 Q quote (1) 14:11 R raise (1) 12:21 raises (1) 25:2 rate (2) 10:10;20:25 rather (1) 19:2 read (1) 13:20 really (1) 22:23 reason (2) 14:9;20:19 reasonable (1) 12:25 recall (3) 6:5,10;7:7 received (7) 6:18;7:19;8:6,17, 18;18:21,24 recipient (1) 15:21 record (6) 8:8;13:15,19,20, 24;14:8 records (6) 21:4,4,6,25;22:5; 24:9 Redwells (1) 6:11 re-execute (2) 20:11,14 regard (1) 17:23 regularly (1) 11:10 related (2)	7:25;18:18 relationship (1) 17:10 relevant (1) 14:11 reminded (2) 8:25;9:3 renew (1) 20:3 renews (1) 20:10 repeat (1) 13:24 report (1) 22:15 reporting (1) 24:1 representations (4) 6:24;7:15,16;12:20 representing (1) 5:12 request (2) 14:12;19:5 required (3) 6:17,24;16:1 re-sign (1) 19:10 respect (2) 15:12;16:8 respondent (1) 6:25 response (4) 7:14,18,18;14:10 responses (4) 6:22,24;18:25;22:4 responsive (1) 14:12 rest (1) 18:8 retained (1) 7:20 retainer (1) 18:23 return (1) 19:9 review (1) 16:21 right (12) 5:17,22;7:21,24; 13:23;14:24;16:14; 20:22;23:6,7,13;25:7 rights (1) 25:3 Road (1) 4:13 rolling (1) 24:7 room (1) 13:13 Rule (6) 6:5,23;9:5;14:21; 15:25;19:1
--	---	---	--	--

S	24:11 shoulder (1) 20:20 show (2) 5:24;6:9 shows (1) 22:11 sic (2) 12:9;21:11 similarly (1) 12:10 simply (4) 15:6;16:5,6;20:3 single (3) 7:11;10:23;12:2 sit (1) 12:1 situation (4) 11:4,10;16:1,22 slew (2) 14:20,24 sorry (2) 5:3;9:9 sought (1) 9:2 spans (1) 19:6 speak (1) 22:12 speaks (2) 8:14;19:4 specifically (1) 15:20 speechless (1) 11:9 spend (1) 24:3 spoke (1) 8:25 stack (1) 10:3 staff (2) 9:17,18 Stakes (2) 12:22,22 stand (2) 5:22;7:3 standard (2) 7:19;8:17 standing (1) 9:10 start (1) 10:21 started (1) 23:2 state (2) 6:13;14:9 stated (1) 16:5 statement (3) 9:1,16,20 statements (8) 6:20,20,21;7:13;	12:17,19;18:21;22:3 STATES (2) 4:2,3 stating (1) 16:10 still (4) 6:21;14:4,6;17:3 Street (3) 4:4;5:10,13 subject (4) 10:22;15:11,22; 16:20 subpoena (3) 10:4;19:1;24:25 subpoenas (2) 6:6,7 subsequent (3) 15:19;16:16;17:1 suffice (1) 10:17 sufficiently (5) 7:5,8,9;12:24; 16:18 suggest (1) 24:8 Suite (2) 4:5,14 Sullivan (1) 11:14 supporting (1) 6:19 suppose (2) 10:3;19:9 sure (3) 12:7,9;21:12 surprisingly (1) 16:17 surrounding (1) 16:23	12:8 though (1) 17:2 thought (1) 12:23 three (2) 6:12;12:6 Thursday (1) 23:6 times (3) 8:24;9:1;22:24 title (2) 19:13,16 today (12) 7:3;9:10;10:11,25; 12:18;13:14,15,25; 15:13;16:8;22:14; 23:1 today's (2) 7:5,6 Togut (4) 5:8,9;8:22,22 told (1) 6:14 took (1) 17:21 top (1) 24:8 transcripts (1) 6:12 transfer (3) 19:8;20:11,17 transition (1) 19:6 translation (1) 8:4 trial (2) 23:7,8 truly (1) 10:24 Trustee (16) 4:3;5:9,16;6:6,6; 9:4,5;14:13;15:16, 20;16:9,16,20;20:2, 24;24:24 trustee's (3) 9:7;18:25;25:3 trusteeship (1) 15:12 try (2) 10:3;20:15 trying (3) 10:14;16:6,22 turn (1) 18:12 turned (4) 12:4;19:7;20:1; 21:10 two (3) 6:8;12:6,16	unacceptable (1) 11:17 unambiguous (2) 19:4;24:24 uncover (1) 16:22 uncovered (1) 11:16 under (6) 7:14;14:9;16:2,23; 19:18;20:8 underlying (1) 12:17 understands (3) 8:20;9:8,9 Understood (1) 11:22 Unfortunately (1) 20:7 unintentional (1) 12:1 UNITED (2) 4:2,3 up (4) 5:4;8:25;16:8,15 updated (6) 7:12,13;18:20,25; 22:2,3 updating (1) 18:20 upon (1) 9:2 using (1) 7:25
		T		V
		table (1) 19:23 talked (1) 18:16 talking (2) 17:9;24:5 tax (2) 19:8;20:17 tech (1) 10:19 telephone (1) 23:20 TELEPHONICALLY (2) 4:17;23:22 term (1) 22:21 testified (1) 8:21 Thanksgiving (1) 25:8 theirs (1)		Varick (1) 4:4 various (1) 12:2 VELEZ-RIVERA (7) 4:8;5:15,15;23:13, 15;24:13,15
				W
				waive (2) 9:5;14:22 waived (12) 7:20;8:21;9:6,8,10; 14:14;15:17;17:4,5,9, 14,20 waiver (2) 15:14;18:6 walks (1) 19:22 warrant (1) 6:2 way (1) 18:18 Wednesday (1) 12:19

week (2) 7:4;9:22 weren't (1) 7:16 whatsoever (1) 13:13 Whereupon (1) 25:9 White (1) 4:13 whole (1) 14:20 willfully (1) 11:11 willingness (1) 11:6 wish (1) 5:23 withdraw (1) 8:25 withheld (2) 16:2,4 withhold (1) 14:8 within (4) 10:18;12:10,15,24 Without (2) 17:23;20:8 words (1) 12:22 work (2) 10:7;21:2 worked (3) 9:23;10:1;12:7 working (1) 14:2 written (12) 6:22,24,24;7:14,15, 18,18;12:20;14:10; 16:1;18:25;22:3	4:14 199 (2) 5:9,13 19th (1) 23:3 1st (4) 23:11,16;24:1,20			
	2	7		
	2 (2) 5:3,3 2004 (5) 6:5,23;9:5;15:25; 19:2 201 (1) 4:4 2016 (1) 15:25 21st (1) 10:22 22 (1) 19:1 22nd (1) 15:25	7 (2) 5:9;15:10 76 (1) 19:2 7th (3) 5:10,13,25		
Y	3	9		
	3 (2) 5:2;15:24 3,200 (1) 10:12 3:16 (1) 25:9 30,000 (1) 8:10 30th (3) 23:18,25;24:7 341 (4) 6:8;8:21;9:1;17:22 35,000 (1) 8:10	9:30 (3) 23:11,16;24:1 9th (2) 6:1,9		
	4			
years (1) 13:8 York (1) 4:6	4,000 (1) 6:7			
1	5			
1 (2) 23:5,6 1,000 (1) 10:12 10,000-dollar (1) 18:23 10014 (1) 4:6 1006 (1) 4:5 10658 (1) 4:15 121 (1)	5 (1) 24:5 5,000 (1) 8:10			
	6			
	6 (1) 14:10 670 (1) 4:13			